

# **EXHIBIT      A**



**State of New Jersey**  
DEPARTMENT OF BANKING AND INSURANCE  
OFFICE OF LEGISLATIVE AND REGULATORY AFFAIRS

Chris Christie  
*Governor*

Kim Guadagno  
*Lt. Governor*

PO BOX 325  
TRENTON, NJ 08625-0325  
Tel (609) 984-3602  
Fax (609) 292-0896

Richard J. Badolato  
*Acting Commissioner*

**CERTIFIED MAIL  
RETURN RECEIPT REQUESTED**

5/10/2016

Attention:  
CORPORATION SERVICE COMPANY  
LIBERTY MUTUAL FIRE INSURANCE COMPANY  
830 BEAR TAVERN ROAD  
WEST TRENTON, NJ 08628

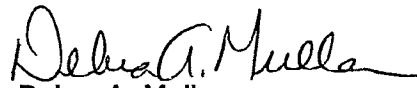
RE: Natalie Orban and David Orban v. Liberty Mutual Fire Insurance  
Company  
Superior Court of NJ, Warren County Law Division  
Docket No.: WRN-L-132-16

Dear Sir/Madam:

You are hereby notified that on this date the Commissioner of the New Jersey Department of Banking and Insurance has accepted original service of process on your behalf in the above-captioned matter. The documents served are enclosed herein.

By copy of this letter I am advising the Attorney for the Plaintiff(s) in this matter and certifying with the Clerk of the Court that these documents have been transmitted to you, and confirming that the Commissioner of Banking and Insurance is not authorized to receive service of any further documents in this action.

Very Truly Yours,

  
Debra A. Mullen  
Administrative Assistant

C: Robert B. Woodruff, Esq.  
Schiller & Pittenger, PC  
1771 Front Street  
Scotch Plains, NJ 07076

Clerk of the Superior Court, Warren County



**SUMMONS**

Attorney(s) Schiller & Pittenger, P.C.  
 Office Address 1771 Front Street  
 Town, State, Zip Code Scotch Plains, NJ 07076  
 Telephone Number (908) 490-0444  
 Attorney(s) for Plaintiff Natalie and David Orban

NATALIE ORBAN and DAVID ORBAN,

Plaintiff(s)

Vs.  
LIBERTY MUTUAL FIRE INSURANCE COMPANY,

Defendant(s)

**Superior Court of  
New Jersey**

Warren COUNTY  
LAW DIVISION

Docket No: WRN-L-132-16

**CIVIL ACTION  
SUMMONS**

From The State of New Jersey To The Defendant(s) Named Above:

The plaintiff, named above, has filed a lawsuit against you in the Superior Court of New Jersey. The complaint attached to this summons states the basis for this lawsuit. If you dispute this complaint, you or your attorney must file a written answer or motion and proof of service with the deputy clerk of the Superior Court in the county listed above within 35 days from the date you received this summons, not counting the date you received it. (A directory of the addresses of each deputy clerk of the Superior Court is available in the Civil Division Management Office in the county listed above and online at [http://www.judiciary.state.nj.us/prose/10153\\_deptyclerklawref.pdf](http://www.judiciary.state.nj.us/prose/10153_deptyclerklawref.pdf).) If the complaint is one in foreclosure, then you must file your written answer or motion and proof of service with the Clerk of the Superior Court, Hughes Justice Complex, P.O. Box 971, Trenton, NJ 08625-0971. A filing fee payable to the Treasurer, State of New Jersey and a completed Case Information Statement (available from the deputy clerk of the Superior Court) must accompany your answer or motion when it is filed. You must also send a copy of your answer or motion to plaintiff's attorney whose name and address appear above, or to plaintiff, if no attorney is named above. A telephone call will not protect your rights; you must file and serve a written answer or motion (with fee of \$175.00 and completed Case Information Statement) if you want the court to hear your defense.

If you do not file and serve a written answer or motion within 35 days, the court may enter a judgment against you for the relief plaintiff demands, plus interest and costs of suit. If judgment is entered against you, the Sheriff may seize your money, wages or property to pay all or part of the judgment.

If you cannot afford an attorney, you may call the Legal Services office in the county where you live or the Legal Services of New Jersey Statewide Hotline at 1-888-LSNJ-LAW (1-888-576-5529). If you do not have an attorney and are not eligible for free legal assistance, you may obtain a referral to an attorney by calling one of the Lawyer Referral Services. A directory with contact information for local Legal Services Offices and Lawyer Referral Services is available in the Civil Division Management Office in the county listed above and online at [http://www.judiciary.state.nj.us/prose/10153\\_deptyclerklawref.pdf](http://www.judiciary.state.nj.us/prose/10153_deptyclerklawref.pdf).

*/s/ Michelle M. Smith*  
 Clerk of the Superior Court

DATED: 05/09/2016

Name of Defendant to Be Served: Liberty Mutual Fire Insurance Company

Address of Defendant to Be Served: 175 Berkeley Street, Boston, MA 02116

**SCHILLER & PITTENGER, P.C.**

Robert B. Woodruff, Esq. – NJ Attorney ID #017891976

1771 Front Street

Scotch Plains, NJ 07076

Telephone: 908-490-0444

Facsimile: 908-490-0425

Attorneys for Plaintiffs

RECEIVED / FILED  
SUPERIOR COURT OF N.J.  
WARREN COUNTY

2016 APR 27 P 3:07

DEPUTY CLERK  
CIVIL DIVISION

NATALIE ORBAN and DAVID ORBAN,

Plaintiffs,

v.

LIBERTY MUTUAL FIRE INSURANCE  
COMPANY,

Defendant.

SUPERIOR COURT OF NEW JERSEY  
LAW DIVISION: WARREN COUNTY  
DOCKET NO.

L-132-16

**COMPLAINT  
AND JURY DEMAND**

Plaintiff, Natalie and David Orban currently residing at 6 Lois Lane, Hampton, New Jersey, by way of Complaint against Defendant say:

1. At all times relevant hereto, Plaintiffs were the owners of a residential property located at 3 Pohat Court, Washington Borough, Warren County, New Jersey. They had resided in this home for approximately eight (8) years with their two children. The home was constructed in 1999/2000.

2. At all times relevant herein, Defendant Liberty Mutual Fire Company (hereafter "Liberty Mutual") was a corporation licensed to do business in the State of New Jersey to provide, *inter alia*, insurance services to members of the general public.

3. At all times relevant hereto, Plaintiffs did possess a Liberty Mutual Fire Insurance Company policy (#32-238-473809-70) (hereafter "the policy"), which insured the 3 Pohat Court

premises. The inception date of the policy was September 21, 2014, with an expiration date of September 21, 2015.

4. The policy provided for the following relevant coverage: (a) Dwelling with Expanded Replacement Cost - \$609,600.00; and (b) Personal Property with Replacement Cost - \$457,200.00.

5. The policy of insurance in effect on behalf of the Plaintiffs provided by Liberty Mutual included a "Sinkhole Rider," for which Plaintiffs paid an additional premium, wherein Liberty Mutual did promise to insure and indemnify regarding any damages to the Plaintiffs' residence which flowed from the existence of a "sinkhole collapse." More particularly, the policy, which had been amended to include said Rider, provided as follows:

Sinkhole collapse means actual physical damage arising out of, or caused by, sudden settlement or collapse of the earth supporting such property and only when such settlement or collapse results from subterranean "voids" created by the action of water or limestone or similar rock formations.

6. On or about February 23, 2015, Plaintiffs had advised a representative of Liberty Mutual that a sinkhole in their backyard had caused a break in the waste line leading from the home to the septic tank located in the rear yard of the Pohat property. Plaintiffs had acted in a timely fashion, pursuant to their "duties after loss," in providing prompt notice of the event.

7. Due to the fact that this event caused the backup of sewage into the Orban residence, creating an immediate health hazard to the entire family, the Plaintiffs did secure the services of a plumber to address and fix the immediate concerns. In doing so, Plaintiffs exercised additional policy holder obligations by "protecting the property from further damage... and making reasonable and necessary repairs to the property and keeping an accurate record of repair expenses."

8. In spite of being advised on February 23, 2015, of the extreme concerns of Plaintiffs and being aware that immediate repairs would need to be undertaken, Liberty Mutual's representative did not visit the Orbans' property until February 26, 2015. In the interim, Plaintiff's had secured the services of a plumber who had excavated, found the broken pipe, repaired same, and re-buried the pipe.

9. Plaintiff's provided Liberty Mutual with a document from the plumber which attested to the fact that the damage to the drain line and sewer backup were caused by a "sinkhole collapse." They also provided photographs of the damage.

10. Further, Plaintiffs did retain the services of Ground Penetrating Radar Systems, Inc. (hereafter "GPRS") who did examine the Pohat Court residence and property. They did so by sending radar pulses through the ground which located and measured various anomalies consistent with a void present underneath the surface. Their findings were consistent with the presence of sinkholes in the Plaintiff's backyard and near the area where the pipe damage occurred. This corroborated their plumber's findings. This information was given to Liberty Mutual in support of Plaintiffs' claim for coverage under the policy. Defendant never advised Plaintiff that they disagreed with the findings of GPRS.

11. On or about March 27, 2015, Liberty Mutual issued checks to Plaintiffs in the amounts of \$41,297.88 and \$1,873.77; and, on or about April 13, 2015, and April 14, 2015, Liberty Mutual issued checks to the Plaintiffs in the amounts of \$8,359.75 and \$5,022.20, respectively. All of these payments were made without reservation by Liberty Mutual to address the Plaintiffs' claim.

12. At no time prior to the payment of said monies did Liberty Mutual perform any testing or make any efforts to confirm or reject the findings of Plaintiffs' plumber and/or their technical report.

13. Plaintiffs did accept said monies in order to address the damages which the sewage backup had done to their dwelling and the cost of repairing the pipe which had been severed.

14. Accordingly, Plaintiffs adhered to all of their obligations as an insured by providing to Liberty Mutual all requested information and taking all appropriate actions in compliance with their duties as an insured regarding a reported loss.

15. Pursuant to the suggestion of a Liberty Mutual adjuster, Bob Murach, and in consideration of the GPRS findings, Plaintiffs interviewed several engineering firms and hired Frey Engineering, LLC to investigate the possibility of other sinkholes on the property.

16. On or about April 13, 2015, Plaintiffs did report to Defendant that cracks were located on the basement floor and wall. In addition, the wall involved was an adjoining wall to where the February 22, 2015, sinkhole had occurred. Plaintiffs did take photographs of such cracking. It was apparent that a sudden shift of the Orban home had occurred.

17. Thereafter, a study of the home was conducted by Frey, including an independent non-destructive test by Enviroprobe Service Inc. with the electro resistivity method, which concluded, *inter alia*: (a) The presence of Karst limestone with voids (sinkholes) on the property surrounding the house; (b) There were surface expressions of sinkholes visible in at least three locations on the subject property; (c) That the Defendant's own "test pit" investigation conducted on June 10, 2015, at or below the foundation confirmed the dwelling was properly constructed and that the sinkhole likely extended below the foundation and under the house footprint; (d)

That the sinkholes resulted in the development of stress relief cracks in the foundation that were moving upward into the basement masonry brick walls; (e) That said cracks have compromised the integrity and safety of the dwelling to the extent that the structure was no longer suitable for human habitation; (f) Further, the Township Building Official condemned the structure for human habitation; (g) The foundation did not shift as a result of improper construction or hydraulic pressure; (h) That the dwelling had shifted and continued to do so due to the loss of foundation support materials into the openings of subterranean voids and continued to shift to do the ongoing action of groundwater dissolving limestone. Throughout this time, Defendant was advised of each study/finding and invited to send their own representative to examine the home, as well as borehole samples which were obtained during Frey's investigations. They did not do so.

18. As a result of these dangerous conditions, Plaintiffs' family was forced to leave the home on June 1, 2015.

19. In early June 2015, Defendant was advised that cracking had been continuing. Further, Township officials had ordered the disconnection of all utilities on June 1, 2015.

20. Throughout the following months, Plaintiffs took all necessary steps to follow their contractual obligations adherent in their policy of insurance, including winterizing the property. Plaintiff incurred substantial costs in addressing these and other issues. Such included, *inter alia*: (a) Carlin Simpson and Associates; (b) Substrata Technologies, Inc.; (c) Cornerstone Structural Engineering Consultants; (d) A.A. Frankenfield Contracting Co.; (e) Ground Penetrating Radar Systems, Inc.; (f) Enviroprobe Service Incorporated; (g) Uretek; (h) JCP&L; and (i) Frey Engineering, LLC.



21. Further, Plaintiffs incurred expenses regarding their having to vacate their home and seek temporary motel accommodations and then move the family into a rental property. Plaintiffs continue to pay the mortgage, taxes, and general maintenance on the 3 Pohat Court home in addition to all costs associated with their rented dwelling.

22. Plaintiffs did, in a timely fashion, provide Defendant with all documentation and invoices reflective of the afore-noted businesses and vendors. Plaintiffs both submitted to an Examination Under Oath. Plaintiffs did follow all appropriate procedures to enable them to qualify for payment/reimbursement pursuant to the "Anticipated Living Expenses" (ALE) coverage of their policy of insurance. The costs set forth herein do not purport to represent all out-of-pocket expenses incurred by Plaintiffs.

23. In January 2016 Defendants sent two engineers to the Pohat Court property to examine the premises and "determine" the cause of the damage to the dwelling. Their initial engineer, Peter Svoboda of Atlantic Professional Services, Inc., had visited the home on a prior occasion together with representatives of Plaintiffs.

24. By correspondence dated March 31, 2016, Defendant, through their representative, Fritz Lander, General Adjuster, denied coverage for the damage which occurred to Plaintiffs' dwelling basing same on the fact that it was not caused by a "sinkhole" collapse, but rather, the cracking that occurred in the basement slab and basement walls were the result of ineffective construction methods and materials at the time the home was built, combined with lateral movement of the walls due to soil pressure and hydraulic pressure caused by subsurface water. Accordingly, in the absence of a sinkhole causation, then the "earth movement" exclusion would apply. Further citation to the Policy was submitted in support of the denial.

25. Defendant, in its denial letter of March 31, 2016, did state that their previous acceptance and payment of the waste line and sewer backup claim was in error and that the claim should have been denied on the basis of the “water damage” exclusion. They also reserved their rights to go after Plaintiffs for the payment of those monies.

26. Defendant has breached its contractual duty to Plaintiffs in failing to provide coverage for damages incurred to 3 Pohat Court as a result of a “covered” loss, to wit, damages caused by a “sinkhole collapse.”

27. As a result of said breach, Plaintiffs have suffered significant monetary loss in dealing with the damages to their home, efforts to remedy same, having to secure alternative housing while continuing to pay the mortgage and taxes, as well as being denied the payment of monies from Defendant pursuant to the amount of coverage provided in the contract of insurance between the parties. Such did further cause emotional distress to Plaintiffs as well as their children and continues to do so.

WHEREFORE, Plaintiffs demand from the Defendant the following:

- (a) Compensatory damages;
- (b) Attorneys’ fees and costs;
- (c) An Order compelling Defendant to provide coverage under the terms and conditions of the policy of insurance and payment referenced therein; and
- (d) Such other and further relief as the Court may deem appropriate.

#### **SECOND COUNT**

28. Plaintiffs repeat the allegations set forth in the First Count as if set forth at length herein.

29. Defendant’s conduct did constitute a breach of good-faith and fair dealing.

WHEREFORE, Plaintiffs demand the following:

- (a) Compensatory damages;
- (b) Attorneys' fees and costs;
- (c) An Order compelling Defendant to provide coverage under the terms and conditions of the policy of insurance; and
- (d) Such other and further relief as the Court may deem appropriate.

### **THIRD COUNT**

30. Plaintiffs repeat the allegations set forth in the First and Second Counts as if set forth at length herein.

31. Defendant's conduct, in threatening to seek reimbursement from Plaintiffs for the monies which Defendant has already paid pursuant to a covered loss, is evidence of bad-faith and is further intended to intimidate the Plaintiffs into not exercising their rights to demand that Defendant's adhere to the terms and conditions of their contract of insurance and to pay their claim as set forth herein.

WHEREFORE, Plaintiffs demand the following:

- (a) Compensatory damages;
- (b) Attorneys' fees and costs;
- (c) Punitive damages;
- (d) An Order compelling Defendant to provide coverage under the terms and conditions of the policy of insurance; and
- (e) Such other and further relief as the Court may deem appropriate.

### **JURY DEMAND**

Plaintiffs demand a trial by jury on all issues of the within Complaint.

**RULE 4:5-1 CERTIFICATION**

I hereby certify that the matter in controversy is not the subject of any other pending and/or contemplated action or pending and/or contemplated proceeding. I know of no other parties who should be joined in this action at this time.

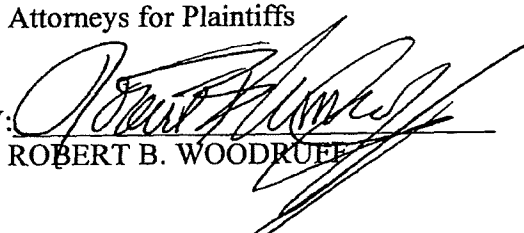
**DESIGNATION OF TRIAL COUNSEL**

Plaintiffs hereby designate Robert B. Woodruff as trial counsel in the above matter.

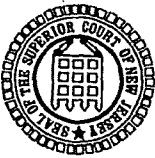

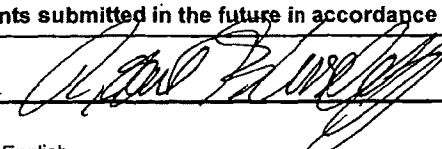
SCHILLER & PITTENGER, P.C.  
Attorneys for Plaintiffs

Dated: April 25, 2016

BY:

  
ROBERT B. WOODRUFF

## Appendix XII-B1

	<b>CIVIL CASE INFORMATION STATEMENT (CIS)</b>		Use for initial Law Division Civil Part pleadings (not motions) under <i>Rule 4:5-1</i> <b>Pleading will be rejected for filing, under <i>Rule 1:5-6(c)</i>,          if information above the black bar is not completed          or attorney's signature is not affixed</b>		FOR USE BY CLERK'S OFFICE ONLY PAYMENT OF FILING FEE <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO CHUCKLE COUNTY N.J. 2016 APR 27 P 3:07 DEPT. CLERK CIVIL DIVISION BATCH NUMBER:
	ATTORNEY / PRO SE NAME Robert B. Woodruff		TELEPHONE NUMBER (908) 490-0444		COUNTY OF VENUE Warren
FIRM NAME (if applicable) Schiller & Pittenger, P.C.			DOCKET NUMBER (when available) K-132-16		
OFFICE ADDRESS 1771 Front Street Scotch Plains, NJ 07076			DOCUMENT TYPE Complaint		
NAME OF PARTY (e.g., John Doe, Plaintiff) Natalie Orban and David Orban			CAPTION Natalie Orban and David Orban v. Liberty Mutual Fire Insurance Company		
CASE TYPE NUMBER (See reverse side for listing) 599 - Insurance		HURRICANE SANDY RELATED? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		IS THIS A PROFESSIONAL MALPRACTICE CASE? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO IF YOU HAVE CHECKED "YES," SEE N.J.S.A. 2A:53 A -27 AND APPLICABLE CASE LAW REGARDING YOUR OBLIGATION TO FILE AN AFFIDAVIT OF MERIT.	
RELATED CASES PENDING? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		IF YES, LIST DOCKET NUMBERS			
DO YOU ANTICIPATE ADDING ANY PARTIES (arising out of same transaction or occurrence)? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		NAME OF DEFENDANT'S PRIMARY INSURANCE COMPANY (if known) <input type="checkbox"/> NONE <input checked="" type="checkbox"/> UNKNOWN			
<b>THE INFORMATION PROVIDED ON THIS FORM CANNOT BE INTRODUCED INTO EVIDENCE.</b>					
CASE CHARACTERISTICS FOR PURPOSES OF DETERMINING IF CASE IS APPROPRIATE FOR MEDIATION					
DO PARTIES HAVE A CURRENT, PAST OR RECURRENT RELATIONSHIP? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		IF YES, IS THAT RELATIONSHIP: <input type="checkbox"/> EMPLOYER/EMPLOYEE <input type="checkbox"/> FRIEND/NEIGHBOR <input type="checkbox"/> OTHER (explain) <input type="checkbox"/> FAMILIAL <input type="checkbox"/> BUSINESS			
DOES THE STATUTE GOVERNING THIS CASE PROVIDE FOR PAYMENT OF FEES BY THE LOSING PARTY? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO					
USE THIS SPACE TO ALERT THE COURT TO ANY SPECIAL CASE CHARACTERISTICS THAT MAY WARRANT INDIVIDUAL MANAGEMENT OR ACCELERATED DISPOSITION					
 DO YOU OR YOUR CLIENT NEED ANY DISABILITY ACCOMMODATIONS? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		IF YES, PLEASE IDENTIFY THE REQUESTED ACCOMMODATION			
WILL AN INTERPRETER BE NEEDED? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		IF YES, FOR WHAT LANGUAGE?			
I certify that confidential personal identifiers have been redacted from documents now submitted to the court, and will be redacted from all documents submitted in the future in accordance with <i>Rule 1:38-7(b)</i> .					
ATTORNEY SIGNATURE: 					

Side 2



# CIVIL CASE INFORMATION STATEMENT (CIS)

Use for initial pleadings (not motions) under Rule 4:5-1

**CASE TYPES** (Choose one and enter number of case type in appropriate space on the reverse side.)**Track I - 150 days' discovery**

- 151 NAME CHANGE
- 175 FORFEITURE
- 302 TENANCY
- 399 REAL PROPERTY (other than Tenancy, Contract, Condemnation, Complex Commercial or Construction)
- 502 BOOK ACCOUNT (debt collection matters only)
- 505 OTHER INSURANCE CLAIM (including declaratory judgment actions)
- 506 PIP COVERAGE
- 510 UM or UIM CLAIM (coverage issues only)
- 511 ACTION ON NEGOTIABLE INSTRUMENT
- 512 LEMON LAW
- 801 SUMMARY ACTION
- 802 OPEN PUBLIC RECORDS ACT (summary action)
- 999 OTHER (briefly describe nature of action)

**Track II - 300 days' discovery**

- 305 CONSTRUCTION
- 509 EMPLOYMENT (other than CEPA or LAD)
- 599 CONTRACT/COMMERCIAL TRANSACTION
- 603N AUTO NEGLIGENCE - PERSONAL INJURY (non-verbal threshold)
- 603Y AUTO NEGLIGENCE - PERSONAL INJURY (verbal threshold)
- 605 PERSONAL INJURY
- 610 AUTO NEGLIGENCE - PROPERTY DAMAGE
- 621 UM or UIM CLAIM (includes bodily injury)
- 699 TORT - OTHER

**Track III - 450 days' discovery**

- 005 CIVIL RIGHTS
- 301 CONDEMNATION
- 602 ASSAULT AND BATTERY
- 604 MEDICAL MALPRACTICE
- 606 PRODUCT LIABILITY
- 607 PROFESSIONAL MALPRACTICE
- 608 TOXIC TORT
- 609 DEFAMATION
- 616 WHISTLEBLOWER / CONSCIENTIOUS EMPLOYEE PROTECTION ACT (CEPA) CASES
- 617 INVERSE CONDEMNATION
- 618 LAW AGAINST DISCRIMINATION (LAD) CASES

**Track IV - Active Case Management by Individual Judge / 450 days' discovery**

- 156 ENVIRONMENTAL/ENVIRONMENTAL COVERAGE LITIGATION
- 303 MT. LAUREL
- 508 COMPLEX COMMERCIAL
- 513 COMPLEX CONSTRUCTION
- 514 INSURANCE FRAUD
- 620 FALSE CLAIMS ACT
- 701 ACTIONS IN LIEU OF PREROGATIVE WRITS

**Multicounty Litigation (Track IV)**

- |  |   |
|--|---|
| 271 ACCUTANE/ISOTRETINOIN              | 289 REGLAN  |
| 274 RISPERDAL/SEROQUEL/ZYPREXA         | 290 POMPTON LAKES ENVIRONMENTAL LITIGATION                |
| 278 ZOMETA/AREDIA                      | 291 PELVIC MESH/GYNECARE                                  |
| 279 GADOLINIUM                         | 292 PELVIC MESH/BARD                                      |
| 281 BRISTOL-MYERS SQUIBB ENVIRONMENTAL | 293 DEPUY ASR HIP IMPLANT LITIGATION                      |
| 282 FOSAMAX                            | 295 ALLODERM REGENERATIVE TISSUE MATRIX                   |
| 285 STRYKER TRIDENT HIP IMPLANTS       | 296 STRYKER REJUVENATE/ABG II MODULAR HIP STEM COMPONENTS |
| 286 LEVAQUIN                           | 297 MIRENA CONTRACEPTIVE DEVICE                           |
| 287 YAZ/YASMIN/OCELLA                  | 601 ASBESTOS  |
| 288 PRUDENTIAL TORT LITIGATION         | 623 PROPECIA  |

If you believe this case requires a track other than that provided above, please indicate the reason on Side 1, in the space under "Case Characteristics."

Please check off each applicable category ☐ Putative Class Action ☐ Title 59